## THE POLYNESIAN.

SATURDAY MAY 31, 1856.

by their novelty. Mr. Guess knows that he exposes himself to the charge of dealing with false stateutes read. On the motion of Mr. Allen, seconded by ments, but he also knows and declares, that of the Mr. Wyllie, a vote of last evening, striking out an ap-On first arriving there, he went to their church or meeting-house or temple—whatever its correct name may happen to be—and there he saw a Mrs. Woodker, who also had lived here for a while, stand up and address the Hawaiian women who had been carried thither. She used their own language with which Mr. Gurss appears also to be well acquainted, and her remarks were ostensibly given at second hand in English by an individual by the name of Tate, who represented himself as being a linguist by grace. But it was as plain as a vice.

Inns and Victualling Houses. The Rules having been suspended again, it was read for the second time and passed finally. A message is hereby amended to read as follows, viz: "Whenever any read for the third time and passed finally. A message was received transmitting an Act to amend an Act providing for amendments and additions to the Revenue Laws, intended as an amendment to the Act passed by this House. The Rules were suspended and the Bill road a second time. On the motion of Mr. Wyllie, the word "time," after "be," and the words "or English as the commissioners of the debtor to appear before the Commissioners at such time or times as few language," after the word "Hawaiian," were stricken out, when the Bill passed as amended. The Rules having been again suspended and the Bill road read of the Bill road read of the commissioners at such time or times as few language, after the word "Hawaiian," were stricken out, when the Bill passed as amended. The Rules having been again suspended and the Bill road read of the B his hearers. This circumstance was mentioned to the woman Woodbury, who forthwith accused the interpreter of having exposed their craft, and it may easily be imagined that he lost no time in hiding his polyglot head.

Decemveyances, and an act relating to conveyances, and an act relating to prisons. The House then adjourned till to-morrow the same is hereby amended, by striking out the words "two-thirds" and inserting in lieu thereof, the words "a majority." Section 8. The Commissioners shall, in each case, keep a read. A message was received returning the Appropriation Bill, and stating which amendments of this House had been concurred in, and which rejected by the House below. On the motion of Mr. Allen is section 2. Any bankrupt who shall not be a suited and imprisonment." Section 7. That Section 8 the same is hereby amended, by striking out the words "two-thirds" and inserting in lieu thereof, the words "a majority." Section 8. The Commissioners shall, in each case, keep a read. A message was received returning the Appropriation Bill, and stating which amendments of this House had been concurred in, and which rejected by the House below. On the motion of Mr. Allen is ding his polyglot head.

foreigners and living in San Bernardino, are made and Mr. Kapeau. The House then adjourned till toto do drudgery under other people, perhaps other morrow at 11 o'clock A.M. wives, they are called "negroes" (niggers) and not allowed to associate with foreigners. They long FORTY-THIRD DAY, May 24th .- Met at 9 A, M; min-date. to come home, but have not got the means. The utes read and approved; prayer. Mr. Bartow, from Approved this 30th day of May A. D. 1856. and drink ardent spirits like men.

The elders only are possessed of money; they do ble elders of this place. They are before-hand Con mittee that he would lay the matter before the

Where, asks Mr. Guess of his deluded brethren, where is your money, your property; your cattle, where are they, your horses, the things that you \$25, balance of pay due Mr. Kamakahelu, and the sum cane by duly qualified physicians and surgeous, licensed as such by the Minister of the Interior. gave to the elders for the purchase of a printing of \$58 34, balance of pay of District Justice of Koolaupress, and books and a vessel for the benefit of the society! If you want to go to Maui, will the cap- and the chief Clerk of the Interior Department came tain give you a passage gratis according to the understanding whilst she was being built in Koolau- and Keeper of Fort Lands. The sum of \$225 was this Act.

ing. You are just as rich as the people in San Ber- with Miss Emma Rooke. His Majestr, in a most nardino that I have been talking about—that is to handsome speech, thanked the House for the interest that they had manifested, and stated that the nation. say, you have not got a cent. Some of the latter, he proceeds, have been seven years in the Mormon Representatives, had expressed their satisfaction and Church, putting money into the pocket of that approval of what he was about to do. Adjourned. great prophet and great man Governor Brigham utes read and approved; prayer. Several petitions Young, and now they are about to leave it in distitution, overcome with a sense of indignation ster, from the Committee on Public Improvements, preof having been bamboozled and robbed.

The writer, whose memory appears to be provokinaly tenacious, alludes to the prophecy made by ingly tenacious, alludes to the prophecy made by to the Revenue Laws; referred to the Committee of the Elder Laws that Chief Justice Lee would never House to-day. Mr. Kalama, from a Select Committee, return from his late visit to the States, but "die reported the Bill to raise to 10 per ct. the pay of the miserably." Mr. Guss was present, and added Tax Collectors of Honolulu and Lahaina. Mr. Keawehis "Amen" to that devout wish, for his eyes had hano, from a minority of the Committee, moved to lay not then been opened. The fact of Mr. LEE not then been opened. The fact of Mr. LEE adopted and the Bill laid upon the table. The House not having fined Turner so heavily as Lewis of Nobles returned the Bill to regulate the slaughter desired for his (Turner's) thrashing the Mormon and sale of Beef in Honolulu and Lahaina, they having for meddling with small-pox patients, and undertaking to cure them with charms, gave rise to this ORDERS OF THE DAY.—The Appropriation Bill was read attempt to read destiny. The individual whose the third time at length, and passed. The House days were numbered having returned in better went into Committee upon the report of the Committee and little compatible as it is with the principles of a true the took away with him, the protee on Commerce upon the Bill to amend an Act pro-

secedes from the communion of Latter-Day Saints, a third reading. Adjourned. the triumphs of those who lead them captive.

His Majesty's Marringe. On Saturday last the Members of the House of

next, to EMMA, daughter of T. C. B. BOOKE, Esquire, M. D., and grand-daughter of the late John Young, Esquire. The Representatives of the People have much pleasure in offering to Your Majesty their sincere congratulations

Your Majesty's subjects generally.
That this marriage may increase the happiness of Your Majesty and of the Bride elect, and tend to ensure the perpetuity of the Hawnian Sovereignty and promote the welfare of the Nation, is the earnest desire of Your Ma-

The King replied in these words :

It is with much pleasure that I receive the congratula-

ments, but he also knows and declares, that of the propriation of \$2,000 for rent of a wharf lot in favor money he had scraped together on these islands by of G. P. Judd, was reconsidered. On the motion of hard labor, he was there fleeced by the brethren, to the approval of the King in Privy Council," were added in connection with the item. Prince Kamehasort of equivalent for what he lost, he learned in San Bernardino how to value the gift of tongues. On first arriving there, he went to their church or meeting-house or temple—whatever its correct name may happen to be—and there he saw a Mrs.

added in connection with the item. Prince Kamehameha introduced an Act for the regulation of Hotels, Inns and Victualling Houses. The Rules having been suspended, the Act was read for the second time and passed. The rules having been suspended again, it was received transmitting an Act to amend an Act providing for amendments and additions to the Revenue

linguist by grace. But it was as plain as a pike- read. A message was read returning the Act to staff, that brother Tars was drawing solely upon amend the law relating to the Government Presshis immagination, there not being the slightest coincidence between the address in Hawaiian, and the Registrar of Conveyances, and an act relating to

The women of these islands who are married to dent nominated Mr. Allen, Prince Kamehameha,

the Minister of the Interior with the 1eco umendation of the House, that Licenses for Circuses in Lahaina be The elders only are possessed of money; they do not granted, and that the price of Circus Licenses for not seem to be the same sort of people as the hum-Cabinet. Mr. Naihe introduced a Bill relating to Unwith the world, and live at case, whilst their dupes who went away from here with money are poor read the second time, and on motion of Mr. Kamakau BE IT ENACTED by the King, the Nobles and Representatives who went away from here with money are poor read the second time, and on motion of Mr. Kamakau was referred to the Committee of the Whole on Monday. ORDERS OF THE DAY .- The House went into Committee of the Whole upon the Appropriation Bill, Mr. Aka in the Chair. The report of the Committee on Claims was again considered in the Committee, and the sum of loa, were passed. The claim of Mr. Jarrett was discussbefore the Committee, and were questioned upon the loa!

Those of you, who worked so hard at the place called Palanai on the island of Lanai, what have you got for all your labor! Why absolutely nothhappy auspices which attend his prospective marriage ty-five nor more than two hundred dollars.

Section 5. This Act shall take effect at the as one man through their mouth-piece the House of

FORTY FOURTH DAY, May 26th .- Met at 12 M.; min sented the Road Law as amended by them, which was made the special order for to-morrow. Capt. Cumings, from the Committee on Commerce, reported the Bill to amend the Act providing for amendments and additions the Bill upon the table. The minority report was concurred in the remaining amendments of the Bill riding for amendments of the Revenue Laws. The re- as this, (which needs more of a brotherly tie) to intro-

but it is wonderful that so many remain to swell FORTY-FIFTH DAY, May 27th .- Met at 12 M.; Minutes read and approved; prayer. Mr. Webster, from Mr. X. of the X. church, out of town, shows a great a Joint Committee, reported the Usury Law, and re- assiduity in intermixing almost all his sermons with alsaid law be reconsidered, and that the Bill be again seets. He sets forth untenable assertions in regard to Representatives waited upon the Kaxe in a body, considered in Committee of the Whole: report of the them, in the most dogmatical manner, giving to under-Representatives waited upon the RING in a body, and were received in the large drawing-room. The mittee of the House to-day. Mr. Kamakau, from the longing to the most advanced in civilization, are shroud-Speaker read the following Reply to the notification on the part of His Majesty, of his intention to form a matrimonial alliance:

Joint Committee to reduce the Dog Tax, the Horse, and indexended in darkness; that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that the qualifications of a true religion. Against all the principles of a true Christian, he indulges in vehement mittee were released. Orders or the Horse, and industrial that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned to no result. The Committee had met but come to no result. The Committee were released. Orders or the Horse, and industrial that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned the Bills, stating that they are unable to judge of the Mule and Ass Tax, returned

the House adjourned.

utes. Prayer. The Committee on Judiciary reported long to the class of Pharisces or dissemblers the Bill to prevent District Justices from holding the office of Enumerator, or of Road Supervisor, as amended by them. Referred to the Committee of the House there is little of true devotion in the heart. Churches ing Your Majesty of their belief that the proposed union for to-morrow. Mr. Webster from a Joint Committee were built by congregations for the purpose of secludwill be bailed with entire satisfaction and pleasure by reported the Bill to permit certain persons beging themselves from the outer world and undistricted reported the Bill to permit certain persons having been ing themselves from the outer world, and undisturbed-Rules suspended, the Bill read the second time and made a special order for Friday. Mr. Robertson introduced a Bill to provide for the purchase of all claims and rights in the harbor or reefs of Honolulu harbor.

This Bill was read the second time and duced a suspended, the Bill read the second time and bly, of edifying his congregation—certainly a very class of cases does not control one like the present.

Upon exceptions taken by complainant's counsel independent of the most purchasers for a valuable consideration.

Upon exceptions taken by complainant's counsel independent of the most purchasers for a valuable consideration.

Upon exceptions taken by complainant's counsel independent of the most prominent.

The authorities on this subject are numerous and cloodale lander does not open that they more class of cases does not control one like the present.

Upon exceptions taken by complainant's counsel independent of the most purchasers for a valuable consideration.

The authorities on this subject are numerous and the second time and duce of Hardy's mortgage, and Goodale lander does not open that they not have his debt secured either by a mortgage, and Goodale lander does not open the most purchasers for a valuable consideration.

The authorities on this subject are numerous and the second time and duce of Hardy's mortgage, and Goodale lander does not open the purchasers for a valuable consideration.

Upon exceptions taken by complainant's counsel judgment, how can be now be said to possess a clear, and I will briefly refer to some of the most purchasers for a valuable consideration.

The authorities on this superior equity to Hardy! The fact that the more full court that, in this case it does not appear that the provide for the purchasers for a valuable consideration.

The authorities of the most purchasers for a valuable consideration.

The authorities of the purchase of all claims are purchasers for a valuable consideration.

The authorities of the purchasers for a valuable consideration.

The authorities o tions of the Representatives of my people, upon the con-tions of the Representatives of my people, upon the con-templated event of my marriage. Your voice is that of This Bill was rend the second time and made one of the European nations to whom a great many of this This Bill was read the second time and made one of the special orders for Friday. One pass of the Satisfaction to use to have your approval of the special orders for Friday. One pass of the Burepean nations for whom a great many of this appeal arisifaction to use to have your approval of the special orders for Friday. One pass of the Burepean nations for whom a great many of this appeal arisifaction to use to have your approval of the special orders for Friday. One pass of the Burepean nations for whom a great many of this special orders for Friday. One pass of the special orde

FORTY-FIRST DAY-May 24th.—Prayers. Minutes of the House on Saturday. Orders of the Day.—The water runs in.

Read. Mr. Nahaolelus, of the Committee on the Act House went into Committee on the amendments of the Now in my view, this state of things should not exist

luded as he no doubt was before his late trip to California. It appears that he left this, intending to visit San Francisco, San Bernardino, the Mormons' strong-hold in Lower California, and the Great Salt lake. When he got to the place the second in the list, he was urged by those of "his people" with whom he had associated while in Houselepie" with whom he had associated while in Houselepie" with whom he had associated while in Houselepie" to consider the Bill gone through by its items, the cordingly, he proceeds to give his experiences. In the first place, Mormonism is not there what it is represented to be here. They stuffed his ears with lies, and the teachings in the Church supprised him by their novelty. Mr. Gress knows that he experiences.

In the Appropriation Bill for 1836-7, which Bill was reader than the his free read to the consistence of the Whole upon the Bill to amend the Revenue Law; G. Barrands in the Chair. After discussing the Bill at length, the House voted to non-concur. Yeas 22; nays 4. The House then went into Committee upon the Bill to allow certain divorced persons to consider the Bill more during the House of the Frick Polyansiam:

The House then Bill to amend the Revenue Law; G. Barrands in the Chair. After discussing the Bill at length, the House voted to non-concur. Yeas 22; nays 4. The House then went into Committee upon the Bill to allow certain divorced persons to consider the Bill one of the Frick Polyansiam:

The House then was urged by the Bill at length, the House voted to non-concur. Yeas 22; nays 4. The House then went into Committee upon the Bill at length, the House voted to non-concur. Yeas 22; nays 4. The House then went into Committee upon the Bill to allow certain divorced persons to marry again; Mr. Kahookano in the Chair. The Bill as a mendment of the Bill to allow certain divorced persons to marry again; Mr. Kahookano in the Chair. The Bill as a mendment of the Bill to allow certain divorced persons to marry again; Mr. Kahookano in the Chair. The Bill as a mendmen Richardson were also appointed upon the Committee.

AN ACT. TO AMEND THE LAW RELATING TO BANKRUPTCY BE IT ENACTED by the King, the Nobles and Representative of the Hawaiian Islands, in Legislative Council assembled, Section 1. That Section fourth of "An Ast relating to Bankruptcy" passed in the year 1848, be, and the same is hereby amended, by striking out the word "merchants if pos-

hereby added to the twenty first Section of said Act, viz:

Provided nevertheless, that such bankrupt may be arrested
and imprisoned as a fraudulent debtor, by order of the Chief
Justice of the Supreme Court, upon the sworn petition of any
of his creditors setting forth sufficient cause for such arrest

Section 9. Any bankrupt who shall have been imprisoned as a fraudulent debtor, may be discharged from such imprisonment by order of the Chief Justice of the Supreme Court, either at or before the final settlement of the estate, if it shall appear to the satisfaction of the Chief Justice, that the bankrupt has surrendered, discovered and delivered over to the assignees chosen by his creditor, all his property, personal and real, and in other respects conformed to the main provisions of the law relating to Bankruptcy.

Section 10. This Act shall take effect from and after the date of its offblication to the Polymerica newspaper, but shall

of its publication in the Polynesias newspaper, but shall not affect any proceeding begun or pending at or before that (Signed,) KAMEHAMERA.

claim of Mr. Kalama for pay for services as Surveyor shall be liable to the fine provided for in the first Section of

three months from the date of its passage.

Approved this 30th day of May. A. D. 1856.

RELATING TO STALLIONS. conceal the same in making his return to the Tax Enumera-tor of his district, he shall on conviction be liable to double

ter the date of its passage.
Approved this 30th day of May, A. D. 1856.
(Signed,) KAMEHAMEHA.

Correspondence.

To the Editor of the Polynesian: Besides the impropriety of criticising other religions; and little compatible as it is with the principles of a true It is not surprising that here and there a brother port was adopted and the Bill passed to be engressed for duce sectarian controversies, and digressions uncalled for, which tend to create a schism between churches as well as individuals.

commended that the vote of the House postponing the lusions, and sometimes invectives against other religious To His Majesty, Kamenamena IV:

House went into Committee upon the new Road Law,

Sire—The Representatives of the People's ve received Keawchano in the Chair. Five sections of the Bill up as his paragon, he would know, that those, who inwith great satisfaction Your Majesty's gracious Message. were read and passed, when the Committee rose and stead of practising true devotion, and instead of amending their own faults, look upon others, and say "Fa-FORTY-SIXTH DAY-May 28th .- Met at 12 M. Min- ther I thank thee, that I am not like those people,

a Mr. Guess avails himself of its columns to warn his brother and sister Mormons, amongst the na
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Mr. Guess avails himself of its columns to warn his brother and the House an

Sin, Will Dr. Frick remember that, as a translator Commissioner on the above subject? Should the Doctor's memory fail him, in this instance,

I engage to produce a copy of the document that contains his former translation, and we expect his answer. I am, sir, Your most obed't servant,

Chief Justice LEE delivered the opinion of the

This matter comes before the Court on a bill of soid. exceptions taken by the complainant to the ruling of Judge Robertson, on a hearing had at Chambers Codman vs. Freeman, 3 Cushing, 306.

A still later and equally strong case, is that of language of the mortgage in regard to the mort gagor's continued possession and power to sell, on the 21st day of March last.

The exception is to the ruling of the Judge, home notice of the mortgage and schedule to defendants Field and Goodale

The mortgage under consideration is as follows: HAWAIIAN KINGDOM, ?

Island of Oahu. This indenture made and entered into, this first day description. of May A. D. 1854, between Eli S. Ruggles, and Asa G. and Benjamin F. Hardy (party of the second part,) all of the Island aforesaid: Witnesseth that they the parties of the first part, for and in consideration of the sum of eleven thousand five hundred dollars to them in notes, as the same shall become due and payable, then part." this deed shall become void, but should they fail to pay said note as aforesaid, then the party of the seco

parties of the first part, shall be permitted to remain in ness by selling any part thereof and replacing the same

first part have hereto set their hands and seals on the day and year first written. A. G. THURSTON. E. S. RUGGLES. The first question presented for our considera-tion, is that relating to the description of the pro-

perty mortgaged. It is contended by the learned counsel for the defendants, that the description contained in the mortgage of itself alone, that is, without the aid of the schedule referred to, is oose, vague and insufficient, and such as to render the mortgage void for uncertainty. That the description of the mortgaged property is so general as to have no legal force and effect, and that nothing short of a specific description of the articles mortgaged can avail a mortgagee relying upon a recorded mortgage, while the possession of the

property remains with the mortgagor. The general rule on this subject is, that the de scription of the property mortgaged must be suffi-ciently definite to enable it to be identified. But we consider the principle well settled, that it is not essential to the validity of a mortgage of personal property that it should contain a schedule or particular enumeration of the goods, if it be made without fraud, and sufficiently indicate the goods intended to be mortgaged.

The description of the property in this mortgage

is certainly a most sweeping one, covering not only all the mortgagor's "stock in trade now on hand," but " all the incoming stock in trade of every kind and character whatsoever," and we would here re- Thurston, B. W. Field & W. Goodale. mark, that while we do not condemn such general good faith, still we cannot regard them with favor,

HAWAIIAN LEGISLATURE. in the amendment, several members being absent. Received also from the House of Nobles a Bill for the regulation of Hotels, Inns, and Victualling Houses. Rules were suspended, the Bill read the second time, and on the motion of Mr. Kamakau referred to the Committee of the House on Saturday. Orders of the House of Saturday. Orders of the House on Saturday. Orders of the House of Saturday or the House of Saturday of the House of Saturday. Orders of the House of Saturday or the House of Satur

tive Hawaiians, of what they may expect. We have not the most remote knowledge of this man, have not the most remote knowledge of this man, and cannot therefore be accused of rejucing at his disappointments, excepting in so far as they may be useful as beacons to those who are now as delided as he no doubt was before his late trip to California. It appears that he left this, init might assume. Justice Dewey, in delivering rights under the mortgage.

the opinion of the Court, after a thorough review of the cases bearing upon this point, arrives at the It appears that he, as the Attorney in fact of Williams of the French government, he has been called upon to following result: "The petitioner cannot hold the son, Fairbanks & Co. of Boston, on the 13th of render into English the very sentence of the French property in controversy as mortgaged property, February last, purchased or took an asignment of Treaty on which he disagrees with Mr. Perrin in your because it was not in existence, and therefore not all the stock in trade of Ruggles & Co. in there last issue, and that he then did not differ with the French capable of being conveyed in mortgage at the time store on Fort Street, for the sum of \$1000, for

which was a mortgage of all the goods &c., then in & Co. at the same time, and by the same bill of the mortgagor's store, and all which might be sub-stituted for them; provided that until default, he their store lease, and delivered to him possession of FAIRPLAY.

B. F. Hardy vs. Eli S. Ruggles, ct als. Bill of Exceptions.

Four most obed't servant, Forward that until default, he might use and sell the mortgaged property, other goods &c., of equal value being substituted, it was held the mortgage could not apply to goods not in existence or not capable of being identified at the cordance with the terms of the mortgage, by which time it was made, or to goods intended to be after- the mortgagors were permitted te sell any part of wards purchased to replace those which should be the mortgaged goods, and that Mr. Field is a bene

But, while we are clearly of the opinion that the mortgage is void, so far as it relates to incom- " And it is further agreed that until breach of "That as the schedule referred to in the mortgage ing stock, we see no good ground for the argument this deed by a failure to pay some one of the notes annexed to the complainant's petition, was not that it is wholly void on account of the uncertainas aforesaid, the parties of the first part shall be registered with the mortgage, the registration was ty of the description of the property mortgaged. permitted to remain in possession of the stock in incomplete and not a full compliance with the law. On the contrary, we think the mortgage is valid, and that such registration must embrace the in- so far as relates to the stock on hand at the time strument of transfer, with all its appendages, at of its execution. That is to say, we are of opinlength; and that where actual notice is relied up. ion that the words 'all their right, title and in on, it must be notice of the schedule as well as the terest in and to their stock in trade now on hand, ment made by the mortgagors to Mr. Field, so h mortgage, and that the complainants must bring consisting of the various articles usually sold and as it includes any portion of the goods covered vended in the business aforesaid," when taken in the mortgage, is a transaction of a character alto connection with the first part of the mortgage, gether at variance with a fair understanding of the which shows the place where the mortgagor's were meaning and intent of the parties to the mortgage carrying on business, sufficiently indicate the goods as it is to be gathered from the clause above quote intended to be mortgaged, and is therefore a good Can it be fairly contended that the transfer by Re-

In the case of Winslow vs. Merchants' In. Co., ness on Fort Street, together with the occupant Thurston, who are copartners in trade under the name 4 Metcalf, 306, already cited, it was held that a of the store itself, was a transaction consistent and style of Ruggles & Co., carrying on and doing bus- mortgage describing the property as all and singu- with the plain intention of the parties to the mon iness as druggists and apothecaries in the City of Hon-olulu and Island aforesaid (parties of the first part,) tain building, with a provision that a schedule of Field, made with a view to the continuance of the tain building, with a provision that a schedule of Field, made with a view to the continuance of the the articles shall be annexed, is valid as to all the mortgagor's business! Was taking credit for the articles that can be identified, though no schedule amount of the consideration, on account of the

thereof is ever annexed to the mortgage. hand paid by the party of the second part, the receipt whereof, is hereby acknowledged, do hereby give, grant, bargain, sell and convey to him the party of the second part, all their right, title, and interest, in and to their stock in trade now on hand consisting of various extra discount for the mortgage.

A mortgage of "all and singular the stock, tools and chattels belonging to" the mortgage, "in and templated by the parties to the mortgage at its about the wheelwright's shop occupied by him," was held to be valid as against attaching creditors, tools and chattels belonging to the mortgage.

Co., such a disposition of the proceeds, as was one templated by the parties to the mortgage at its about the wheelwright's shop occupied by him," time of its execution! It seems to me that the stock in trade now on hand consisting of various extra disposition of the proceeds, as was one templated by the parties to the mortgage. stock in trade now on hand, consisting of various arti- in the case of Harding vs. Coburn, 12 Metcalf, 333. are such as to place these questions, beyond the cles usually sold and vended in the business aforesaid, In the case of Pettis vs. Kellogg, 7 Cushing, 456, reach of argument. So far from that assignment for a more full and complete description whereof, refer-ence is hereby made to a bill of items of which a copy confirmed the doctrine of its former decisions on gagors business, its immediate result was inso face. is in the hands of the parties of the first and second this point. The property mortgaged in this case part, together with all the incoming stock in trade of was described as "all the staves I have in Monteevery kind and character whatsoever, to have and to rey, the same I had of Moses Fargo," and it aphold to him the party of the second part, his heirs, executors, and administrators for ever; provided, however, and it is understood and agreed that this deed is upon the following conditions, that whereas the parties of the first part, are indebted to the party of the second of the description might be rejected as false, and that the remainder was sufficient to pass the pro- | that conveyance ought to be declared void being the unpaid balance of the purchase money of the perty. See also Brinley vs. Spring, 7 Greenleaf, said stock in trade heretofore sold to them by the party 241, note (b), and 2 Hilliard on Mortgages, 194. maining part of their stock, by the mortgagers to of the second part, for which they have in their cepart- where the principal authorities are referred to.

four several promissory notes, in writing each dated on the schedule referred to in this mortgage should the tenth day of March A. D. 1854, for the same of two have been recorded in order to make a full complithousand eight hundred and seventy-five dollars (\$2,- ance with the registry law. The language of the chased the original stock of drugs from the com-875.) with interest at the rate of twelve percent per an- mortgage in reference to the schedule is as follows. plainant, which note, as appears by the evidence date, and one due at twenty-four months after date, is hereby made to a bill of items, of which a copy is Co., on account of that purchase. When that not in the hands of the parties of the first and second fell due, Ruggles & Co. were unable to pay it, and

nounced by the Court below, that when the sched- Mr. Goodale. When the second note became due, part, shall be at liberty to take possession of said stock ule is contained in the mortgage, or annexed there- Ruggles & Co. declared their inability to meet it. in trade, and to sell to the highest bidder, at public out- to, or in any other way clearly made a part of the and the consequence was that Mr. Goodale had to cry, so much thereof, as may be necessary to pay so instrument, so as to make a reference thereto ne- pay it, which he did, at the Bank of Page, Bacon much of said notes, as may be then due and unpaid, cessary to render the description of the mortgaged & Co. together with all costs, first giving thirty days notice in property certain and valid, then it should be resome newspaper published in the city of Honolulu; and corded with the mortgage, for otherwise it would it is further agreed that until breach of this deed by a not give effectual notice to all concerned of what to B. W. Field, they transferred all their remain failure to pay some one of the notes as aforesaid, the was intended to be conveyed. But, upon mature arties of the nrst part, shall be permitted to remain in reflection, we are of the opinion that in the case premises." near their original place of business by other stock purchased in lieu thereof; and it is fur- items, does not necessarily make it a part of the ther agreed, that should it become necessary to sell any mortgage, because the general description which part of the stock in trade, to meet any payment, or precedes that reference is sufficient to give effectu- of. Mr. Goodale upon the promissory note. Alpayments becoming due on any of said notes, the bal- al notice of the property which was intended to be though it is probable that such was the case, still ance on hand after satisfying such payments and all conveyed, and therefore it was not necessary that there is no positive proof that Mr. Goodale was costs, shall continue and remain in the possession of it should be recorded. The object of the schedule, the parties of the first part, subject to all of the condi- it strikes us, was rather to fix the valuation of the tions of this deed, until the next note shall become due various articles named therein, than to effect any tention of Ruggles & Co. to discontinue their and payable. In witness whereof, the parties of the other purpose. The main case bearing upon this point, is that of Winslow vs. Merchauts' Ins. Co., already cited, where it was objected to the mortgage that it was invalid because there was no the opinion of the Court, said, "that it was good and available for all the articles in the shop at the mortgage! Recurring again to the clause of the time it was executed, so far as they remained and mortgage already cited, I feel constrained to say. could be identified, although no schedule was an- that I cannot see how it is possible to reconcile this giving our opinion in this matter, as going to the full length of the decision in that case.

In the case of Sawyer vs. Pennell, 19 Maine R. 167, referred to in Brinley vs. Spring, 7 Greenleaf 241 (note b.) and 2 Hilliard on Mortgages 266, it order to be valid, yet if it does contain such a schebe recorded. We regret that we have not the direct and immediate result of such an arrangement, whole case before us, but as we understand it, we if upheld, to lessen the security of the mortgage. regard the doctrine laid dowd therein as not con- by placing beyond the operation of his mortgag sustaining it.

cord the schedule, we sustain the exceptions so far which was agreed upon by the parties to the mort-

as they relate to that point. SUPREME COURT-In Equity. Benjamin F. Hardy vs. Eli S. Ruggles, A. G.

On the 21st of March, I gave an interlocutory ter position than even the mortgagee. but, on the contrary, feel bound to scrutinize them judgment in this cause, overruling the motion of jealously, and restrict them to reasonable bounds. defendants' counsel to dismiss the Bill. At the vior equity. To this it is replied by complainant's counsel that property counsel that, although the endorsement of the ion that the mortgage is of no validity to bind the incoming stock, unless such new goods are purchased with the proceeds of the sale of those accion, arising from the continued possession of the indebtedness of Ruggles & Co. to Mr. Goodale di tually mortgaged, and I do not commit myself to property by the mortgagers, with power to sell any not accrue until that note became payable, which the opinion that such a clause would be binding part thereof in carrying on their business as Drug-was eight months subsequent to the time the mortdivorced to marry again. Made a special order for to- ly delivering themselves up with fervor and devotion to the opinion that such a clause would be binding part thereof in carrying on their business as Drugmorrow in Committee of the Whole. Mr. Webster in- their religious strain. However Mr. X. so far mistroduced a Bill to abolish the Act levying 15 per cent, takes this object, that he makes the church the forge of duties on goods imported from China and Manila. his projectiles against the outer world, with a view proba-

full court that, in this case it does not appear that ey raised by Ruggles & Co., by discounting the

which amount Mr Field gave Ruggles & Co. cred when the mortgage was made." which amount Mr Field gave Ruggles & Co. cres.
In the case of Barnard vs. Eaton, 2 Cushing 294, it, in their account with his principals. Ruggles fide purchaser for a valuable consideration. The

is as follows, viz: trade, and continue their business by selling any part thereof and replacing the same by other stor

purchased in lieu thereof Now, I am clearly of opinion, that the assign

gles & Co., of all the stock in their place of bus mortgagor's indebtedness to Wilson, Fairbanks

We now come to the final point, namely, whether Ruggles & Co. to an amount exceeding \$2200, the viz .: "for a more full and complete description was discounted by Mr. B. F. Angel, and the prowhereof," (that is of the stock in trade) "reference coeds paid over to the complainant by Ruggles & We entirely agree with the general doctrine an- including the interest, which was also indersed by

On the same day that Ruggles & Co. assigned

all the stock in trade at their store on Fort Street. ing stock, situated in a wooden shed on the "French by bill of sale, to Warren Goodale, for the consideration named therein of \$1600, for which amount business. In his answer, Mr. Goodale denies having had at that time any knowledge of the complainant's mortgage, but that of course can avail schedule annexed, according to a stipulation con- Is there any thing then in the assignment to Mr. tained in it. Chief Justice Shaw, in delivering Goodale, which shows it to have been made in connexed." We do not wish to be understood, in transaction with a due regard to the rights of the mortgagee, if the goods transferred to Goodale were original stock and covered by the mortgage. Tru: it may be contended, that this assignment was not of the mortgagor's business, and in that respects was held that, although a mortgage of personal unlike the assignment to Mr. Field. But, how can property need not contain a specific schedule, in the agreement between Goodale and the mortgagon. that the consideration of \$1600, should be allowed dule, or if it refers to such a schedule, so as to in reduction of his claim against them he reconcil make it clearly a part thereof, the schedule must ad with the rights of the mortgagee! Is not the flicting with our opinion, but on the contrary as not merely the goods, but their proceeds also ! I it not diverting the fund arising from the sale of the goods, to a purpose entirely foreign to that gage, without the concurrence of one of those par ies, and to the detriment of his interest ! But, it is contended by Mr. Goodale's counsel, that the circumstances under which his claim Judge Robertson, delivered the following decis-

against the mortgagors arose, are such as ought w place him in the eye of a court of equity, in a betwords, that of the two, Mr. Goodale has the supgage was given. But, supposing that the debt of size of the unition, and I successed succession to committee or not the summer series and sometime at least, and studied their character? Equalin the conclusion, it hank you, Representatives, for the
index prompt and unanimous names to a succession in the buildingence. An indithouse of Nobes returned the Appropriation Bill with
amendments. The flows immediately went into Coninterview then closed.

FF H. E. the Governess of Hawaii, with 15
stitudents, arrived here on Tuesday evening on
heard of H. M. 's Brigge-flower afclished from High
Capt. de Mariguy laving scient the opportunity of
her wishing to visit Oahu, to offer to the Governess
On less ving to visit Oahu, to offer to the Governess
On less ving the brig H. E. was sellated with the
subgrate accommodations and the colored of the contractive of the court of the property in the color of the property in placed in the building.

In Jones vs. Richardson, 10 Metcalf's R. 489, ti
be mort gager doson to wn when the mortgage of goods which the mortgager of son to wn when the mortgage is made,
the superior accommodations afforded by lis vessel.
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number of gams prescribed for Governors of Islands
and nothing that policy that policy that policy that policy the property of which
offect was wanting to make the trip agreeable.

The conclusion of the surface and passed in the conclusion of the contractive and the conclusion of the contractive and the contractive